

MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

8500 Governors Hill Drive
Symmes Twp, OH 45249-1384
Phone: 888-208-7231
Fax: 877-822-1248

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. The Terms and Conditions can be viewed at <http://info.vantiv.com/NPCCMA>. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records. Worldpay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Representative ID Number (9 digit or 16 digit code)

T 1 1 3 7 R 0 1 8

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) SALON LIANI		Contact Name: MARK AMAGLIANI	
Business Name (DBA): SALON LIANI		E-mail address: SALONLIANI@YAHOO.COM	Website:
Business Location Address: 1789 KIRBY PARKWAY 2		Business Billing Address: (if different from location address) 1840 STILLWIND LANE	
City, State, Zip: MEMPHIS, TN, 38138		City, State, Zip: COLLIERVILLE, TN, 38017	
Phone #: (901) 683-0079	Fax #:	Phone #: (901) 683-0079	Fax #:
Federal Tax ID #: 62-1754168			

SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity:	Association/Estate/Trust	Financial Institution	Partnership	SEC Registered Entity
	Government (Federal/State/Local)	LLC	✓ Private Corporation	
	Individual/Sole Proprietor	Non-Profit/Tax-Exempt (501C)	Publicly-Traded Corporation	
Control Owner/Officer/Principal Name: Mark Amagliani	Title: Owner	DOB: 6/20/1968	SSN #: 408-33-4140	Ownership Percentage 100
Home Address: 1840 Stillwind Lane	City, State, ZIP: Collierville, TN 38017		Phone #: (901) 683-0076	
Beneficial Owner/Officer/Principal Name: Mark Amagliani	Title: Owner	DOB: 6/20/1968	SSN #: 408-33-4140	Ownership Percentage 100
Home Address: 1840 Stillwind Lane	City, State, ZIP: Collierville 38017		Phone #: (901) 683-0076	
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, ZIP:		Phone #:	
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, ZIP:		Phone #:	
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, ZIP:		Phone #:	

SECTION 3 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.0718

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Signature (Signature may be evidenced by facsimile)

Name (please print)

Date

NPC.CMA.0718.MAG.T1137

Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263

MEMBER BANK:
Fifth Third Bank
c/o Worldpay LLC
8500 Governors Hill Drive
Symmes Township, OH
45249
(866) 250-9764

Merchant's Business Name (Legal): SALON LIANI											
SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS											
Ownership or Legal Entity Change		Close NPC Existing MID#:				Close Date Existing MID:		Open Date: 1/1/1999			
Annual Volume (Visa/MC/DS/AX): \$150,000.00		% Card Present 100		% Card Swipe 98		% Imprint (Manually Keyed) 2		% B2B 0			
Average Ticket (Visa/MC/DS/AX): \$200.00		% Card Not Present 0		% MOTO 0		% Internet 0		% of International Cards 0			
Highest Ticket (Visa/MC/DS/AX): \$1,000.00		Total 100%									
Add'l. Location 1st Location MID:				Never Accepted Cards Processor Change - How many processing statements are you including?							
Type of Goods/ Service Sold: Beauty and Barber Shops				REFUND POLICY (Check One): No Refund		Refund in 30 days or less		Merchandise exchange only		Other	
Seasonal Sales: Yes ☐ No ☒		Active Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC									
SECTION 5 COMPLIANCE INFORMATION											
Do you (MERCHANT) have a 3rd party software application/gateway or POS Terminal ☒						Are you compliant with the Payment Card Industry Data Security Standards? YES ☒ NO					
If yes, identify Security Assessor and certificate number:						Last Certification Date:					
Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? YES ☒ NO						If yes, have you completed remediation? YES ☒ NO Do you store cardholder data? Paper - YES ☒ NO Electronic - YES ☒ NO					
Third Party Software/Gateway Vendor Name and Address:						Third Party Software/ Gateway Vendor Contact Information:					
Version #						Merchant data to which this vendor has access:					
Does software store cardholder information? Yes ☐ No ☒						Is Third Party Software/Gateway PCI DSS and/ or PA DSS Compliant ? Yes ☒ No					
All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 11. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").											
SECTION 6 MERCHANT BANK ACCOUNT INFORMATION											
In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval											
Deposit Time Frame: ☒ Premium ACH ☐ Alternate Funding*						Deposit Type: ☒ Combined ☐ By Batch					
Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.											
Routing #1:		0 6 2 2 0 6 2 9 5							DDA Account Type: ☒ Checking ☐ Savings		
Account #1:		1 0 1 3 3 1 7									
Routing #2:									DDA Account Type: ☐ Checking ☐ Savings		
Account #2:									If a second account, this account is used for: Discount Fees Credits Chargebacks		
Section 7 CHECK / ACH SERVICES											
If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider.											
++ For Non-Guarantee checks \$10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate.											
A** These fees apply per account.											
Check Service		Discount Rate		Transaction Fee		Check Service		Discount Rate		Transaction Fee	
Check Conversion w/ Guarantee						Check21 POS - Guarantee		0.00		0.00	
						Check21 POS - Non-Guarantee **					
Check Conversion w/o Guarantee						Check21 Remote - Guarantee		0.00		0.00	
						Check21 Remote - Non-Guarantee **					
Paper Check w/ Guarantee						Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium					
						Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium					
						Monthly Billing					
# of Checks		Average Amount:		Largest Check		Monthly Service		Batch Fee:		Monthly Minimum**	
										Annual Fee**:	
										Termination Fee**:	

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Merchant's Business Name (Legal): SALON LIANI

SECTION 8 FEE SCHEDULE

APPLICATION TYPE:		Flat Rate*		DISCOUNT:		CARD OPTIONS:	
Tiered* Interchange*		Cash Advance		Daily Monthly		All Cards Debit Card Only	
BUSINESS TYPE		Restaurant		Mail/Telephone Order		Internet	
SUB BUSINESS TYPE		Retail Key Entered		DialPay Capture		MOTO/CardSwipe	
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category		Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*		Discount Rate	Transaction Fee
Base		2.55 %	\$ 0.10	Base		2.65 %	\$ 0.20
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)		+ 0.10 %	+ \$ 0.00	Mid-Qualified ¹		+ 0.00 %	+ \$ 0.00
Non-Qualified ²		+ 0.60 %	+ \$ 0.05	Non-Qualified ²		+ 0.60 %	+ \$ 0.05
Base Debit NON PIN-Based ³ (Same as V/MC/D Discount Rate if left blank)	Regulated Only ⁴	0.00 %	+ \$ 0	Miscellaneous Product Fees			
Debit PIN-Based ⁴	Monthly Hosting Fee \$	%	\$	Wireless Service ⁵			
Qualified Rewards ⁵		%	Same as Visa/MC/Discover Transaction Fee	Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$
Transaction fees are charged for all transaction authorization attempts. ¹Added to Base discount rate and transaction fee. ²Added to applicable Mid-Qualified discount rate and transaction fee. ³Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).				Micros ³			
				Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$ 0.00
				Internet Services ³			
Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$	Batch Fee \$			

TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁴Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. ⁵If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

AMERICAN EXPRESS - Existing American Express Number YES ☐ NO ☐ If Yes, Existing American Express Account Number:

Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 ☐ YES ☐ NO If No, Merchant is not eligible for the American Express Program.

By checking this box, Merchant elects to opt out of the American Express Program

By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

SECTION 9 OCCURRENCE FEES

Batch Fee ¹¹	\$0.00 /per batch	MyMerchantData.com	\$0.00 /month	PCI Program Fee - Annual	\$90.00 /annual
ACH DBA Change Fee	\$25.00 /each	Minimum Bill	\$25.00 /month	Paper Statement	\$5.00 /month
On File Fee	\$6.00 /month	Group Annual	\$99.00	Regulatory and Compliance Fee ⁵	\$0.00 /annual
Card Brand Usage Fee (NABU) - MasterCard ²	\$0.06 /each	Semi Annual Fee	\$45.00	PCI Program Fee - Monthly ⁴	\$6.95 /month
Card Brand Usage Fee (NABU) - Visa ²	\$0.06 /each			Advantage Buyer Program	\$25.00 /month
Retrieval Request	\$15.00 /each	Merchant Training	\$0.00 /once	PCI DSS Non-Validation Fee	\$19.95 /each
Voice Authorization Fee	\$0.95 /each	Welcome Kit	\$0.00 /once	IVR Authorizations	\$0.00 /each
Chargeback Fee	\$15.00 /each				

Return ACH(s) are subject to a \$25.00 fee for each occurrence.

Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30.

The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7B of the Terms and Conditions.

Transaction Fee and applies to Tiered Merchants Only.

See Schedule I of the Terms and Conditions for additional information.

Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID. Please refer to Section 6.G of the Terms and Conditions

See Section 13 of the Terms and Conditions for additional information.

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Merchant's Business Name (Legal): SALON LIANI

SECTION 10 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title) _____ Guarantor Name: _____ Date of Signature: _____

Home Address _____ City, State, ZIP: _____

Date of Birth: _____ Social Security Number: _____ Phone #: _____

SECTION 11 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 12 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN.0718) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT
Signature (Signature may be evidenced by facsimile) _____ Name (please print) Mark Dmaslian Date 5-16-19

Merchant's Business Name (Legal): SALON LIANI

SECTION 13 EQUIPMENT SETUP		QTY		PROVIDER CODE		PRINTER		PROVIDER CODE		PIN PAD		PROVIDER CODE	
Terminal													
Verifone Vx520 Dual Communication Contactless Smar		1		MER						NEW EXCHANGE			
										NEW EXCHANGE			
										NEW EXCHANGE			
Other:		Provider Code:		Other:		Provider Code:		Other:		Provider Code:			
EQUIPMENT SOFTWARE INFORMATION		SOFTWARE NAME				PUBLISHER				VERSION			
EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW													
RETAIL/MOTO						RESTAURANT						CASH ADVANCE	
AVS YES NO Auto-Close++ YES NO						Tips YES NO							
Last 4-Digits YES NO TIME						Servers YES NO						LODGING	
CVV 2 YES NO Store N Forward YES NO						Tables YES NO						FUEL YES NO	
Purchase Card/Level 2 YES NO Pre-Dial YES NO						Bar Tab YES NO						PASSWORD	
Invoice # Prompt YES NO Cash Back YES NO						Suggested Tip YES NO						All YES NO	
PBX Code 8 9 Debit Cash Back						FAST PAY (FPS)						Void YES NO	
Multi-Merchant YES NO Max Amount						Both receipts signature line						Return YES NO	
First Merchant MID ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST						Both receipts NO signature line						Settlement YES NO	
						NO receipts under \$25.00						Other	
Custom Header / Footer:						Wireless ID:							
						Comments:							
EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below													
Ship To: ☒ Do Not Ship Merchant Location * ISO Location Other						1-3 Day Over Night Priority * Ground Saturday							
Attn:						Payment For Equipment Will Be:							
Address:						Lease Check Cash Visa MC Discover Amex 30 day (Bill Group)							
City:		State:		Zip:		Phone #:		Special Instructions:					
NPC TO REPROGRAM/TRAIN MERCHANT? YES ☒ NO													
NPC TO SHIP WELCOME KIT? YES ☒ NO													
WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above													
Ship To: Merchant Location * ISO Location Other						Attn: Phone #:							
Address:						City:		State:		Zip:			
SECTION 14 SITE INSPECTION INFORMATION													
I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):													
☒ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement. An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed. I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section. If Fulfillment House is used, please complete the following: Fulfillment House Name and Address:						Business / Inventory / Shipments:							
						Does business appear as represented? ☒ YES NO							
						Is business open and operating? ☒ YES NO							
						Is inventory sufficient for business type? ☒ YES NO							
Are goods and services delivered at the time of sale? ☒ YES NO								Goods and services charged to credit card on ☒ Order Shipment					
Are good and services delivered Digitally ☒ Physically Both								If goods are shipped, is a Fulfillment House used? YES ☒ NO					
Is Fulfillment House PCI DSS Compliant? YES ☒ NO						% of shipments by this vendor		Fulfillment House Contact Information:					
Location Type: ☒ Retail Store Front Office Building Residence Industrial Building Trade Show													
Sales Organization: IMPACT PAYSYSYSTEM LLC						Sales Rep Signature:				Application Date: 5/15/2019			
NPC.CMA.0718.MAG.T1137						Wordplay ISO Inc. ("NPC") is committed to ISO 15189:2013				Date: 5/15/2019			